

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SHARMAINE LEWIS,
Plaintiff,

vs.

NATIONAL BOARD OF OSTEOPATHIC
MEDICAL EXAMINERS, INC.,
Defendant

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) Case 2:20-cv-04368-JD
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DECLARATION OF JOSEPH FLAMINI

Pursuant to 28 U.S.C. § 1746, I, Joseph Flamini, based upon my personal knowledge and the regularly kept records of Defendant, hereby declare:

1. I am the Vice-President and Chief Operating Officer of the National Board of Osteopathic Medical Examiners, Inc. (“NBOME”).
2. The NBOME is an Indiana non-profit corporation, organized and existing under the laws of the State of Indiana.
3. The mission of the NBOME “is to protect the public by providing the means to assess competencies of osteopathic medicine and related health care professions.”
4. In furtherance of its mission, the NBOME develops, provides and scores a three-level “Comprehensive Osteopathic Medical Licensing Examination” (“COMLEX-USA”) that is accepted by state licensing boards in all fifty states in the United States to assure that applicants for medical licensure are competent to safely practice osteopathic medicine. In constructing its COMLEX-USA examinations, NBOME employs a rigorous procedure, including the time

allotted to test-takers, to assure that those achieving a passing score are competent to safely practice osteopathic medicine and worthy of a medical licensure.

5. Although state licensing boards issue medical licenses, they rely upon testing of candidates by the NBOME, and the COMLEX-USA examination series is the primary pathway to licensure for osteopathic physicians seeking to practice osteopathic medicine and surgery. State licensing boards rely upon NBOME to properly test osteopathic medical students and graduates to assure that they are competent to safely practice osteopathic medicine anywhere in the United States. The NBOME does not issue or grant medical licenses to practice osteopathic medicine. That is the prerogative of state licensing boards.

6. The COMLEX-USA series of national board examinations include the COMLEX-USA Level 1, COMLEX-USA Level 2-CE (Cognitive Evaluation), COMLEX-USA Level 2-PE (Performance Evaluation), and COMLEX-USA Level 3 examinations. These COMLEX-USA examinations are more fully described in the NBOME's published Bulletin of Information ("BOI"), available online at www.nbome.org.

7. The COMLEX-USA examination series is designed to assess the osteopathic medical knowledge, knowledge fluency, and clinical skills considered essential for osteopathic generalist physicians to practice osteopathic medicine. The foundation of COMLEX-USA is based on the osteopathic philosophy of whole-person health care, underlying structure-function relationships and the interdependence of body systems, self-healing and self-regulatory mechanisms, and the full scope of the osteopathic approach to patient care, including osteopathic manipulative medicine.

8. As described in the BOI, each COMLEX-USA examination is administered in a standardized, time-measured environment. The ability to recall, interpret, process, and apply

clinical knowledge and skills without hesitation and in a fluid manner (“knowledge fluency”) is fundamental to a generalist osteopathic physician’s competence to practice osteopathic medicine and therefore is one of the fundamental competencies the COMLEX-USA examinations assess.

9. The COMLEX-USA BULLETIN of INFORMATION at www.nbome.org provides:

Important Legal Notice To Candidates

Every individual who intends to purchase or take a COMLEX-USA examination must first carefully read the most recently published COMLEX-USA *Bulletin of Information* (BOI) and immediately advise NBOME of any question or concern he or she may have regarding the examination, the conduct required of candidates, or his or her legal obligations to NBOME.

As a condition of providing any COMLEX-USA examination to an individual who intends to purchase or take the examination ("candidate"), the candidate must establish or have established a current account with NBOME and accept or agree to the Terms and Conditions required of candidates who desire to purchase or take a COMLEX-USA examination. By establishing an account with NBOME, the candidate agrees that he or she is and shall be legally bound by all the terms, conditions, procedures, and obligations of a candidate as set forth in the most recently published BOI online at www.nbome.org. The candidate also is and shall be legally bound by all the Terms and Conditions which he or she specifically accepted or agreed to when the candidate established an account with NBOME or purchased any COMLEX-USA examination.

10. The NBOME COMLEX-USA Level 1, COMLEX-USA Level 2-CE and COMLEX-USA Level 3 examinations are computer based. The NBOME contracts with Prometric Inc. (“Prometric”), an independent vendor, to administer those computer based examinations to osteopathic students. Prometric provides over 320 testing sites for NBOME and other clients throughout the United States. Osteopathic medical school students from all over the United States take the COMLEX-USA series of examinations at Prometric testing sites throughout the United States.

11. Although NBOME has offices located in Chicago, Illinois and Conshohocken, Pennsylvania, Plaintiff took the COMLEX-USA Level 1 examination in Fairlawn, New Jersey

and the Level 2-CE examinations in Fairlawn, New Jersey, Florence, Kentucky and Louisville, Kentucky. The COMLEX-USA Level 1 and COMLEX-USA Level 2-CE examinations taken by the Plaintiff were all scored by the NBOME at its corporate offices in Chicago, Illinois.

12. NBOME's records show Plaintiff is a resident of Huntington, West Virginia.

13. Plaintiff's requests for special testing accommodations for the COMLEX-USA Level 1 and Level 2-CE examinations were submitted to the NBOME's corporate offices in Chicago, Illinois, and then made available by the NBOME electronically to its Test Accommodation Committee ("TAC") for review and the decisions whether or not to approve an accommodation request.

14. All requests for testing accommodations are considered and acted upon by TAC, a panel which consists of qualified osteopathic physicians from different disciplines, who have the expertise to consider and act upon requests for testing accommodation. After careful consideration of Plaintiff's requests and the documentation she submitted, as well as the opinion of an independent expert psychologist, TAC did not approve her requests.

15. Although the NBOME did not approve Plaintiff's request for extended testing time for the COMLEX-USA Level 1 examination, she sat for that examination in Fairlawn, New Jersey on September 26, 2017 without accommodations and passed with a score of 427, 27 points higher than the required passing score of 400, making her eligible to take the COMLEX-USA Level 2-CE examination.

16. On January 30, 2018, Plaintiff registered for and purchased from NBOME the COMLEX-USA Level 2-CE examination, which she took in Fairlawn, New Jersey on September 26, 2018, but the exam was not scored because Plaintiff reported another candidate in the test

center was noisy which she claimed adversely affected her exam performance. NBOME granted her request to not score her exam and allowed her to re-take at no cost to her. On October 13, 2018 Plaintiff again registered for and acquired the COMLEX-USA Level 2-CE examination, which she took in Florence, Kentucky on November 27, 2018 and did not pass.

17. In January 2019 Plaintiff requested the NBOME to allow her additional testing time to take the Level 2-CE examination, claiming to be a person with disabilities requiring accommodations under the ADA to access that examination. TAC again carefully considered Plaintiff's request for extended testing time and other accommodations, and again obtained and considered the opinion of an outside expert psychologist, and again did not approve her request.

18. On February 18, 2019, Plaintiff again registered for and purchased from NBOME the COMLEX-USA Level 2-CE examination, which she took in Louisville, Kentucky on April 8, 2019 without accommodations and did not pass. On June 10, 2019, Plaintiff again registered for and purchased the COMLEX-USA Level 2-CE examination, which she took in Louisville, Kentucky on June 25, 2019 without accommodations and did not pass.

19. All candidates, including Plaintiff, intending to take a COMLEX-USA examination must use the online access system at www.nbome.org to register and pay for the examination, through the NBOME's Client Registration System ("CRS"). The CRS is the means by which a candidate can register online to take COMLEX-USA Level 1, COMLEX-USA Level 2-CE and COMLEX-USA Level 3 examinations at a location of the candidate's choosing. The candidate, including Plaintiff, is directed to Prometric's website to select the testing site of the candidate's choice and schedule the examination.

20. Each time Plaintiff purchased and registered online at the NBOME website to take the COMLEX-USA Level 1 examination, on May 15, 2017, August 11, 2017 and August

24, 2017 (3 times), and again online to take the COMLEX-USA Level 2-CE, on January 30, 2018, October 13, 2018, February 18, 2019, and June 10, 2019 (4 times), she clicked the “Agree to Terms” button, specifically agreeing to the Terms and Conditions of the click-thru agreement.

21. A true copy of the Terms and Conditions click-thru agreement agreed to by Plaintiff is attached as Exhibit A hereto.

22. The Terms and Conditions were readily available to Plaintiff by clicking the “View Terms” button during the purchase and registration process, which she must click in order to proceed. Attached hereto as Exhibit B are true screen shots showing the process Plaintiff necessarily must follow to complete the process to register for and purchase a COMLEX-USA Level 1 or Level 2-CE examination, as well as all the Terms and Conditions affirmatively agreed to by Plaintiff each time she clicked “Agree to Terms” which she also had to do in order to register for and purchase the examination.

23. Specifically, when Plaintiff clicked on the “Agree to Terms” button she agreed to the terms and conditions set forth on the screen (and also contained in the NBOME COMLEX-USA Bulletin of Information (BOI)):

Terms and Conditions

Candidates are legally bound by the following Terms and Conditions:

(1) **Bulletin of Information (BOI).** The candidate shall comply with all the terms, conditions, procedures and obligations as set forth in this BOI.

...

(8) **Choice of Law.** The provisions, terms and conditions of this BOI, including Terms and Conditions accepted by the candidate, shall be governed by and construed only under the laws of the state of Indiana. Any claim by or for the candidate against NBOME or its employees, officers, directors, or agents, and any claim by NBOME against the candidate, arising out or relating to any COMLEX-USA examination, shall be considered and resolved only under the laws of the state of Indiana (to the exclusion of the laws of

any other state, and without regard to the conflict of law provisions or law of any state), or under any applicable federal law.

(9) **Forum Selection, Personal Jurisdiction.** The candidate expressly agrees that any claim, demand, or complaint whatsoever by or for the candidate against NBOME, or any of its employees, officers, directors, or agents, shall be brought only in a court of competent jurisdiction located in Marion County, Indiana, to the exclusion of all other courts and jurisdictions. The candidate acknowledges and agrees that NBOME is incorporated as a nonprofit corporation in the state of Indiana, that NBOME examinations are administered throughout the United States, that it is reasonable for the laws of the state of Indiana, the place of incorporation of the NBOME, to be applicable, and that any claim, demand, or complaint by the candidate against the NBOME, its employees, officers, directors, or agents be brought only in a court of competent jurisdiction located in Marion County, Indiana, to the exclusion of all other state laws and jurisdictions. The candidate expressly agrees and submits to the jurisdiction of courts of competent jurisdiction located in Marion County, Indiana.

(11) **Attorneys' Fees, Costs.** NBOME has the right to recover from the candidate all attorneys' fees and costs incurred by NBOME (or others acting on behalf of the NBOME) to enforce the candidate's obligations under the BOI, to recover damages or other losses from the candidate for violation by the candidate of his or her obligations under the BOI, or to defend any claim made by or for the candidate against NBOME or its employees, officers, directors, or agents.

(12) **Miscellaneous.** The BOI is legally binding upon the candidate, his or her heirs, estate, successors and assigns, and any person or entity acting for the candidate. No provision, term, or condition may be waived by the NBOME without the express written consent of an authorized officer of NBOME. If any provision, term, or condition of the BOI is unenforceable for any reason, the remaining provisions, terms, and conditions shall remain in full force and effect, as if the unenforceable provision did not exist.

24. Plaintiff could not possibly proceed with the examination without first viewing those Terms and Conditions by clicking on the "View Terms" link, and then accepting those Terms and Conditions by clicking the "Agreed to Terms" button, in order to register to take and purchase the COMLEX-USA examinations, as shown on Exhibit B hereto.

25. These Terms and Conditions, including the Choice of Law and Forum-Selection terms and conditions, are also set out in the BOI, which was and is available online to all candidates at www.nbome.org.

26. As the Plaintiff agreed and acknowledged each time she purchased and registered online to take the COMLEX-USA examinations, "...it is reasonable for the laws of the state of Indiana, the place of incorporation of the NBOME, to be applicable and that any claim, demand or complaint by the candidate against the NBOME, its employees, officers, directors or agents be brought only in a court located in Marion County, Indiana."

I declare under penalty of perjury that the foregoing is true and correct.

Date: October 16, 2020.



Joseph Flaminio

Terms and Conditions

Candidates are legally bound by the following Terms and Conditions:

1. **Bulletin of Information (BOI).** The candidate shall comply with all the terms, conditions, procedures, and obligations of a candidate as set forth in this BOI.
2. **Duty to Maintain Confidentiality.** The candidate shall not in any manner whatsoever discuss, disclose, paraphrase, publish, or otherwise make known to anyone any test item, information relating to any NBOME examination, or other confidential property belonging to NBOME that is not publicly available on the NBOME website.
3. **Commercial Test Preparation.** The candidate shall not in any manner whatsoever contribute to or participate in the development or administration of any commercial test preparation service or enterprise, either directly or indirectly, for a period of at least eighteen (18) full months following the latest date any NBOME examination was taken by the candidate. The candidate shall promptly report to NBOME any solicitation that he or she may receive, or have knowledge of, for the services of the candidate from any commercial test preparation company or enterprise.
4. **Duty to Cooperate with Investigations.** The candidate shall fully cooperate with any NBOME investigation of actual or alleged irregularities in test administration, candidate behavior, and/or breach of test security or confidentiality. Failure to fully cooperate may result in sanctions, including examination failure, notation of irregular conduct, suspension of eligibility, or permanent loss of eligibility to take any COMLEX-USA examination.
5. **Confidential Property.** All examinations of NBOME and its means and methods for test development and methodology for testing and scoring examinations, and all related data and other information, are the sole and confidential property of NBOME. The candidate has no right, title, or interest whatsoever in, or access to, any examination or other confidential property belonging to NBOME, except only confidential access to the examination during the administration of the examination to the candidate as permitted by NBOME and under strict supervision of NBOME or NBOME's testing contractor. The candidate acknowledges that any breach under Sections 2 or 5 of these Terms and Conditions will cause irreparable harm for which damages would not be an adequate remedy, and, therefore, the NBOME will be entitled to injunctive relief with respect thereto in addition to any other remedies available.
6. **No Warranty; Limitation of Liability.** Except as expressly and unambiguously stated in this BOI, NBOME makes no warranty whatsoever, expressed or implied. Any damage or loss of the candidate, or others claiming for the candidate, caused by NBOME or any of its employees, officers, directors, or agents is limited to a refund by NBOME to the candidate of any fee paid by or for the candidate to NBOME, which refund shall be the sole and exclusive remedy of the candidate or others for any wrong claimed against NBOME or its employees, officers, directors, or agents, provided neither NBOME nor its employees, officers, directors, or agents shall be liable to the candidate or any other person for any indirect, consequential, punitive, or unforeseeable damages in any event.
7. **Release for Prior Acts or Omissions.** By purchasing a COMLEX-USA examination, the candidate thereby unconditionally releases and discharges NBOME, its employees, officers, directors and agents (released parties) from any and all claims, liabilities, damages, or losses whatsoever, known or unknown, that arise out of or are related to any act or omission, including any negligent or other wrongful act or omission, of the released parties or any of them, that occurred prior to the date the candidate purchased that examination.
8. **Choice of Law.** The provisions, terms and conditions of this BOI, including Terms and Conditions accepted by the candidate, shall be governed by and construed only under the laws of the state of Indiana. Any claim by or for the candidate against NBOME or its employees, officers, directors, or agents, and any claim by NBOME against the candidate, arising out or relating to any COMLEX-USA examination, shall be

EXHIBIT

A

considered and resolved only under the laws of the state of Indiana (to the exclusion of the laws of any other state, and without regard to the conflict of law provisions or law of any state), or under any applicable federal law.

9. **Forum Selection, Personal Jurisdiction.** The candidate expressly agrees that any claim, demand, or complaint whatsoever by or for the candidate against NBOME, or any of its employees, officers, directors, or agents, shall be brought only in a court of competent jurisdiction located in Marion County, Indiana, to the exclusion of all other courts and jurisdictions. The candidate acknowledges and agrees that NBOME is incorporated as a nonprofit corporation in the state of Indiana, that NBOME examinations are administered throughout the United States, that it is reasonable for the laws of the state of Indiana, the place of incorporation of the NBOME, to be applicable, and that any claim, demand, or complaint by the candidate against the NBOME, its employees, officers, directors, or agents be brought only in a court of competent jurisdiction located in Marion County, Indiana, to the exclusion of all other state laws and jurisdictions. The candidate expressly agrees and submits to the jurisdiction of courts of competent jurisdiction located in Marion County, Indiana.
10. **Violation by Candidate.** If the candidate violates any of his or her obligations to the NBOME, including but not limited to these Terms and Conditions, NBOME may in its sole discretion consider such violation to be Irregular Conduct and not score or void the score of the candidate's examination and assign a "fail" score, and/or impose other sanctions, as NBOME may determine in its sole discretion, in addition to all other remedies available to NBOME, including injunctive relief, monetary damages, costs, and reasonable attorneys' fees. The candidate also acknowledges and agrees that NBOME likely will have no adequate remedy at law and is or shall be entitled to injunctive and/or other equitable relief, and shall not be obligated to post any bond, to prevent or limit violation by the candidate of his or her obligations to NBOME.
11. **Attorneys' Fees, Costs.** NBOME has the right to recover from the candidate all attorneys' fees and costs incurred by NBOME (or others acting on behalf of the NBOME) to enforce the candidate's obligations under the BOI, to recover damages or other losses from the candidate for violation by the candidate of his or her obligations under the BOI, or to defend any claim made by or for the candidate against NBOME or its employees, officers, directors, or agents.
12. **Miscellaneous.** The BOI is legally binding upon the candidate, his or her heirs, estate, successors and assigns, and any person or entity acting for the candidate. No provision, term, or condition may be waived by the NBOME without the expressed written consent of an authorized officer of NBOME. If any provision, term, or condition of the BOI is unenforceable for any reason, the remaining provisions, terms, and conditions shall remain in full force and effect, as if the unenforceable provision did not exist.
13. **Amendments.** NBOME may in its sole discretion, at any time, without the consent of any candidate, amend the terms, conditions, procedures, and/or obligations of candidates set forth in the BOI, by publishing the amendment on the NBOME website, www.nbome.org; provided any amendment shall not alter the candidate's obligations relating to any COMLEX-USA examination taken by the candidate prior to publication of the amendment on NBOME's website.

The NBOME exam purchase process ensures that a candidate cannot purchase an exam without being presented and agreeing to NBOME Terms and Conditions. If a candidate has purchased an exam they have agreed to the Terms and Conditions.

When a candidate first logs into the NBOME portal they are presented with the following screen.

Screen 1

NBOME
NATIONAL BOARD OF OSTEOPATHIC MEDICAL EXAMINERS

(483020) National Board of Osteopathic Medical Examiners

This tabs allows a Candidate to Register or Schedule an exam

My Account | Register or Schedule Exam | Exam Information | Purchase Transcripts | Shopping Cart | View Scores | Transactions | Contact Us | Change Password | FAQ

Important
Please update any changes to your Profile as soon as possible. This is the only contact information the NBOME receives and it should always be accurate.
It is very important that you provide a secret question and answer in case you need to reset your password. If you have not yet done so, please click the "Change Password" tab and provide the secret question and answer.

Privacy
Candidate's personal data is treated by the NBOME as confidential information. It will not be disclosed to any individual or entity without written, signed consent from the candidate or an order of competent jurisdiction.

Student Information
NBOME ID: 483030
Name: Steve
Gender: Male
DOB: 11/16/1967
Primary Phone: 2152560722
Secondary Phone:
Primary Email: steve@steve.com
Secondary Email:
Graduation Year: 2014
Graduated Flag:
Address Line 1: 507
Address Line 2:
City:
State: Pennsylvania
Zip Code:
AOA Number:
Are you of Hispanic, Latino or Spanish origin?
Do you speak English as your primary (first) language?

COMLEX-USA Bulletin of Information
Headline: COMLEX-USA Bulletin of Information
NOTE: All candidates are required to read and be familiar with the contents of the Bulletin of Information prior to registering for and scheduling examinations.
Exam Eligibility for Steve
Eligible Exam Level: Level 1
Looking for open PE dates? Click here!
Score Release Date:
COMLEX-USA Level 1
COMLEX-USA Level 2-CE
COMLEX-USA Level 2-PE
COMLEX-USA Level 3
Exam Status
Be advised that the NBOME Client Registration System will update scheduling information for the COMLEX-USA Level 1, 2CE and 3 within 24 hours and therefore, may not reflect your most recent scheduling activity. Please check back to confirm your examination date/time is posted and accurate.
Special Note:
Due to the ongoing issues with the COVID-19 virus, examination cancellations/rescheduling fees will be waived for exams scheduled between now and 12/31/2020. This situation will continue to be monitored on a regular basis. Thank you for your patience with this unique situation.
You have no exams.
Level 1, Level 2CE and Level 3 reschedule is not permitted within 120 hours of exam date.
Available Vouchers
Exam Type Amount
Level 1 \$660.00
1 - 1
Dean requests you take the following levels within the indicated date range
Exam Date Range
Level 1 From To
Level 2 CE From To
Level 2 PE From To
COMSAE Exams
No COMSAE exams found

EXHIBIT

B

The “Register or Schedule Exams” tab displays exams the Candidate is eligible to take

NBOME
NATIONAL BOARD OF OSTEOPATHIC MEDICAL EXAMINERS

(483630) - National Board of Osteopathic Med Exam

Logout | My Account | **Register or Schedule Exams** | Exam Information | Purchase Transcripts | Shopping Cart | View Scores | Transactions | Contact Us | Change Password | FAQ

Placing a check mark next to the exam then clicking on Add to Cart brings the Candidate to their shopping cart

Eligible Examinations to Purchase

Examination Level	Purchase Examination	Price	Examination Date Range
COMLEX-USA Level 1	<input checked="" type="checkbox"/>	\$660.00	07/01/2019 - 06/30/2021
COMLEX-USA Level 1	<input type="checkbox"/>	\$675.00	07/01/2021 - 06/30/2022

Please be advised that the schedules at many Prometric test centers operate on a rolling six-month calendar. If you request a date outside of the six-month timeframe, please check back within the six-month window.

[Add to Cart](#)

COMSAE for Purchase

Level 1s	Purchase Exam	Price	Description	Active Range
COMSAE Phase 1 - ASA101b for Level 1	<input type="checkbox"/>	\$60.00	COMSAE Phase 1 - ASA101b for Level 1	02/07/2020 - 12/31/2025
COMSAE Phase 1 - ASA102b for Level 1	<input type="checkbox"/>	\$60.00	COMSAE Phase 1 - ASA102b for Level 1	02/07/2020 - 12/31/2025
COMSAE Phase 1 - ASA104b for Level 1	<input type="checkbox"/>	\$60.00	COMSAE Phase 1 - ASA104b for Level 1	02/07/2020 - 12/31/2025
COMSAE Phase 2 - BSA102b for Level 2-CE	<input type="checkbox"/>	\$60.00	COMSAE Phase 2 - BSA102b for Level 2-CE	02/07/2020 - 12/31/2025
COMSAE Phase 3	<input type="checkbox"/>	\$60.00	COMSAE Phase 3	06/25/2018 - 12/31/2020

[Add to Cart](#)

CATALYST for Purchase

Level 1s	Purchase Exam	Price	Description	Active Range
COMSAE Phase 2 on CATALYST - BSC001 for Level 2-CE	<input type="checkbox"/>	\$60.00	COMSAE Phase 2 on CATALYST - BSC001 for Level 2-CE	03/23/2020 - 12/31/2020
COMSAE Phase 2 on CATALYST - BSC002 for Level 2-CE	<input type="checkbox"/>	\$60.00	COMSAE Phase 2 on CATALYST - BSC002 for Level 2-CE	03/23/2020 - 12/31/2020

1 - 2
[Add to Cart](#)

The shopping cart display

NBOME
NATIONAL BOARD OF OSTEOPATHIC MEDICAL EXAMINERS

(482030) National Board of Osteopathic Med Exam

Logout My Account Register or Schedule Exams Exam Information Purchase Transcripts **Shopping Cart** View Scores Transactions Contact Us Change Password FAQ

Your item(s) have been added to the cart. X

Shopping Cart [Remove Item](#) [Notes](#)

Items added to your cart will be removed after 24 hours. However, Level 2-PPE examination appointment will be removed after 1 hour if the purchase is not completed.

Remove	Quantity	Ordered	Unit Price	Product Description	Transcript Address (if applicable)	Agree To Terms	Shipping Method	Shipping Fee
<input type="checkbox"/>	NA	\$600.00	Level 1	NA	View Terms	NA	NA	NA
NA	NA	-\$600.00	VOUCHER - Level 1	NA	NA	NA	NA	NA

row(s) 1 - 2 of 2

Total Amount Due: \$0.00

[Proceed to Payment](#)

If purchasing a COMLEX exam, you must agree to the Terms and Conditions before proceeding to payment.
You must select an exam session before completing purchase of a Level 2PE exam



(483030) - National Board of Osteopathic Med Exam

NATIONAL BOARD OF OSTEOPATHIC MEDICAL EXAMINERS

Logout

[My Account](#) | [Register or Schedule Exams](#) | [Exam Information](#) | [Purchase Transcripts](#) | **[Shopping Cart](#)** | [View Scores](#) | [Transactions](#) | [Contact Us](#) | [Change Password](#) | [FAQ](#)

1 error has occurred

To purchase a COMLEX exam you must agree to the Terms and Conditions by clicking on the link.

Shopping Cart

[Remove from Cart](#)

Notes:

Items added to your cart will be removed after 24 hours. However, Level 2-PE examination appointment will be removed after 1 hour if the purchase is not completed.

Remove	Quantity Ordered	Unit Price	Product Description	Transcript Address (If applicable)	Agree To Terms	Shipping Method	Shipping Fee
<input type="checkbox"/>	NA	\$660.00	Level 1	NA	View Terms	NA	NA
NA	NA	-\$660.00	VOUCHER - Level 1	NA	NA	NA	NA

row(s) 1 - 2 of 2

Total Amount Due: \$0.00[Proceed to Payment](#)

If purchasing a COMLEX exam, you must agree to the Terms and Conditions before proceeding to payment.

You must select an exam session before completing purchase of a Level 2PE exam.

Must click this link to be taken to the Terms and Conditions page

1

Candidates cannot “Proceed to Payment” without agreeing to the Terms and Conditions. If they try, the following message is displayed.

NBOME
NATIONAL BOARD OF OSTEOPATHIC MEDICAL EXAMINERS

(483930) - National Board of Osteopathic Med Exam

Logout | My Account | Register or Schedule Exams | Exam Information | Purchase Transcripts | **Shopping Cart** | View Scores | Transactions | Contact Us | Change Password | FAQ

1 error has occurred

To purchase a COMLEX exam you must agree to the Terms and Conditions by clicking on the link

Shopping Cart

Items added to your cart will be removed after 24 hours. However, Level 2-PE examination appointment will be removed after 1 hour if the purchase is not completed

Remove	Quantity Ordered	Unit Price	Product Description	Transcript Address (If applicable)	Agree To Terms	Shipping Method	Shipping Fee
<input type="checkbox"/>	NA	\$660.00	Level 1	NA	View Terms	NA	NA
NA	NA	\$660.00	VOUCHER - Level 1	NA	NA	NA	NA

row(s) 1 - 2 of 2

Total Amount Due: \$0.00

[Proceed to Payment](#)

[Remove from Cart](#)

Notes

If purchasing a COMLEX exam, you must agree to the Terms and Conditions before proceeding to payment.

You must select an exam session before completing purchase of a Level 2PE exam.

Clicking on the “View Terms” link brings the candidate to the Terms and Conditions page

This is the Terms and Conditions page that is displayed.



NATIONAL BOARD OF OSTEOPATHIC MEDICAL EXAMINERS

(483030) - National Board of Osteopathic Med Exam

[Logout](#)

Terms and Conditions

Candidates are legally bound by the following Terms and Conditions:

- Bulletin of Information (BOI).** The candidate shall comply with all the terms, conditions, procedures, and obligations of a candidate as set forth in this BOI.
- Duty to Maintain Confidentiality.** The candidate shall not in any manner whatsoever discuss, disclose, paraphrase, publish, or otherwise make known to anyone any test item, information relating to any NBOME examination, or other confidential property belonging to NBOME that is not publicly available on the NBOME website.
- Commercial Test Preparation.** The candidate shall not in any manner whatsoever contribute to or participate in the development or administration of any commercial test preparation service or enterprise, either directly or indirectly, for a period of at least eighteen (18) full months following the latest date any NBOME examination was taken by the candidate. The candidate shall promptly report to NBOME any solicitation that he or she may receive, or have knowledge of, for the services of the candidate from any commercial test preparation company or enterprise.
- Duty to Cooperate with Investigations.** The candidate shall fully cooperate with any NBOME investigation of actual or alleged irregularities in test administration, candidate behavior, and/or breach of test security or confidentiality. Failure to fully cooperate may result in sanctions, including examination failure, notation of irregular conduct, suspension of eligibility, or permanent loss of eligibility to take any COMLEX-USA examination.
- Confidential Property.** All examinations of NBOME and its means and methods for test development and methodology for testing and scoring examinations, and all related data and other information, are the sole and confidential property of NBOME. The candidate has no right, title, or interest whatsoever in, or access to, any examination or other confidential property belonging to NBOME, except only confidential access to the examination during the administration of the examination as permitted by NBOME and under strict supervision of NBOME or NBOME's testing contractor. The candidate acknowledges that any breach under Sections 2 or 5 of these Terms and Conditions will cause irreparable harm for which damages would not be an adequate remedy, and, therefore, the NBOME will be entitled to injunctive relief with respect thereto in addition to any other remedies available.
- No Warranty; Limitation of Liability.** Except as expressly and unambiguously stated in this BOI, NBOME makes no warranty whatsoever, expressed or implied. Any damage or loss of the candidate, or others, claiming for the candidate, caused by NBOME or any of its employees, officers, directors, or agents is limited to a refund by NBOME to the candidate of any fee paid by or for the candidate to NBOME, which refund shall be the sole and exclusive remedy of the candidate or others for any wrong claimed against NBOME or its employees, officers, directors, or agents, provided neither NBOME nor its employees, officers, directors, or agents shall be liable to the candidate or any other person for any indirect, consequential, punitive, or unforeseeable damages in any event.
- Release for Prior Acts or Omissions.** By purchasing a COMLEX-USA examination, the candidate thereby unconditionally releases and discharges NBOME, its employees, officers, directors and agents (released parties) from any and all claims, liabilities, damages, or losses whatsoever, known or unknown, that arise out of or are related to any act or omission, including any negligent or other wrongful act or omission, of the released parties or any of them, that occurred prior to the date the candidate purchased that examination.
- Choice of Law.** The provisions, terms and conditions of this BOI, including Terms and Conditions accepted by the candidate, shall be governed by and construed only under the laws of the state of Indiana. Any claim by or for the candidate against NBOME or its employees, officers, directors, or agents, and any claim by NBOME against the candidate, arising out of or relating to any COMLEX-USA examination, shall be considered and resolved only under the laws of the state of Indiana (to the exclusion of the laws of any other state, and without regard to the conflict of law provisions or law of any state), or under any applicable federal law.
- Forum Selection, Personal Jurisdiction.** The candidate expressly agrees that any claim, demand, or complaint whatsoever by or for the candidate against NBOME, or any of its employees, officers, directors, or agents, shall be brought only in a court of competent jurisdiction located in Marion County, Indiana, to the exclusion of all other courts and jurisdictions. The candidate acknowledges and agrees that NBOME is incorporated as a nonprofit corporation in the state of Indiana, that NBOME examinations are administered throughout the United States, that it is reasonable for the laws of the state of Indiana, the place of incorporation of the NBOME, to be applicable, and that any claim, demand, or complaint by the candidate against the NBOME, its employees, officers, directors, or agents be brought only in a court of competent jurisdiction located in Marion County, Indiana, to the exclusion of all other state laws and jurisdictions. The candidate expressly agrees and submits to the jurisdiction of courts of competent jurisdiction located in Marion County, Indiana.
- Violation by Candidate.** If the candidate violates any of his or her obligations to the NBOME, including but not limited to these Terms and Conditions, NBOME may in its sole discretion consider such violation to be Irregular Conduct and not score or void the score of the candidate's examination and assign a "fail" score, and/or impose other sanctions, as NBOME may determine in its sole discretion, in addition to all other remedies available to NBOME, including injunctive relief, monetary damages, costs, and reasonable attorneys' fees. The candidate also acknowledges and agrees that NBOME likely will have no adequate remedy at law and is or shall be entitled to injunctive and/or other equitable relief, and shall not be obligated to post any bond, to prevent or limit violation by the candidate of his or her obligations to NBOME.
- Attorneys' Fees, Costs.** NBOME has the right to recover from the candidate all attorneys' fees and costs incurred by NBOME (or others acting on behalf of the NBOME) to enforce the candidate's obligations under the BOI, to recover damages or other losses from the candidate for violation by the candidate of his or her obligations under the BOI, or to defend any claim made by or for the candidate against NBOME or its employees, officers, directors, or agents.
- Miscellaneous.** The BOI is legally binding upon the candidate, his or her heirs, estate, successors and assigns, and any person or entity acting for the candidate. No provision, term, or condition may be waived by the NBOME without the expressed written consent of an authorized officer of NBOME. If any provision, term, or condition of the BOI is unenforceable for any reason, the remaining provisions, terms, and conditions shall remain in full force and effect, as if the unenforceable provision did not exist.
- Amendments.** NBOME may in its sole discretion, at any time, without the consent of any candidate, amend the terms, conditions, procedures, and/or obligations of candidates set forth in the BOI by publishing the amendment on the NBOME website, www.nbome.org, provided any amendment shall not alter the candidate's obligations relating to any COMLEX-USA examination taken by the candidate prior to publication of the amendment on NBOME's website.

[Agree to Terms](#)

[Disagree to Terms](#)

If the candidate clicks on “Disagree to Terms” they are taken back to the shopping cart. The “view terms” link is displayed. If they try to proceed to payment they will again receive the message that they cannot proceed until they agree with the Terms and Conditions.



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Remove	Quantity Ordered	Unit Price	Product Description	Transcript Address (If applicable)	Agree To Terms	Shipping Method	Shipping Fee
<input type="checkbox"/>	NA	\$660.00	Level 1	NA	View Terms	NA	NA
NA	NA	-\$660.00	VOUCHER - Level 1	NA	NA	NA	NA

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Total Amount Due: \$0.00

[Proceed to Payment](#)

Notes

If purchasing a COMPLEX exam, you must agree to the Terms and Conditions before proceeding to payment.

You must select an exam session before completing purchase of a Level 2PE exam.

After the Candidate clicks the “Agree to Terms” they will be taken back to the cart which displays that they have agreed to the Terms and Condition and can then proceed to purchase the exam.

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Terms and Conditions

Candidates are legally bound by the following Terms and Conditions:

- Bulletin of Information (BOI).** The candidate shall comply with all the terms, conditions, procedures, and obligations of a candidate as set forth in this BOI.
- Duty to Maintain Confidentiality.** The candidate shall not in any manner whatsoever discuss, disclose, paraphrase, publish, or otherwise make known to anyone any test item, information relating to any NBOME examination, or other confidential property belonging to NBOME that is not publicly available on the NBOME website.
- Commercial Test Preparation.** The candidate shall not in any manner whatsoever contribute to or participate in the development or administration of any commercial test preparation service or enterprise, either directly or indirectly, for a period of at least eighteen (18) full months following the latest date any NBOME examination was taken by the candidate. The candidate shall promptly report to NBOME any solicitation that he or she may receive, or have knowledge of, for the services of the candidate from any commercial test preparation company or enterprise.
- Duty to Cooperate with Investigations.** The candidate shall fully cooperate with any NBOME investigation of actual or alleged irregularities in test administration, candidate behavior, and/or breach of test security or confidentiality. Failure to fully cooperate may result in sanctions, including examination failure, notation of irregular conduct, suspension of eligibility, or permanent loss of eligibility to take any COMLEX-USA examination.
- Confidential Property.** All examinations of NBOME and its means and methods for test development and methodology for testing and scoring examinations, and all related data and other information, are the sole and confidential property of NBOME. The candidate has no right, title, or interest whatsoever in, or access to, any examination or other confidential property belonging to NBOME, except only confidential access to the examination during the administration of the examination to the candidate as permitted by NBOME and under strict supervision of NBOME or NBOME's testing contractor. The candidate acknowledges that any breach under Sections 2 or 5 of these Terms and Conditions will cause irreparable harm for which damages would not be an adequate remedy, and, therefore, the NBOME will be entitled to injunctive relief with respect thereto in addition to any other remedies available.
- No Warranty; Limitation of Liability.** Except as expressly and unambiguously stated in this BOI, NBOME makes no warranty whatsoever, expressed or implied. Any damage or loss of the candidate, or others, claiming for the candidate, caused by NBOME or any of its employees, officers, directors, or agents is limited to a refund by NBOME to the candidate of any fee paid by or for the candidate to NBOME, which refund shall be the sole and exclusive remedy of the candidate or others for any wrong claimed against NBOME or its employees, officers, directors, or agents, provided neither NBOME nor its employees, officers, directors, or agents shall be liable to the candidate or any other person for any indirect, consequential, punitive, or unforeseeable damages in any event.
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Remove	Quantity Ordered	Unit Price	Product Description	Transcript Address (if applicable)	Agree To Terms	Shipping Method	Shipping Fee
<input type="checkbox"/>	NA	\$660.00	Level 1	NA	Agreed	NA	NA
<input type="checkbox"/>	NA	-\$660.00	VOUCHER - Level 1	NA	NA	NA	NA

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Total Amount Due: \$0.00

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Notes

If purchasing a COMLEX exam, you must agree to the Terms and Conditions before proceeding to payment.

You must select an exam session before completing purchase of a Level 2PE exam.

It is not possible to purchase an exam without reviewing and agreeing to the Terms and Conditions. Once a Candidate agrees to the Terms and Conditions clicking on the "Proceed to Payment" button will then proceed to the final steps for purchasing the exam. There is no way to circumvent this logic or process.